

REVISED

Exhibit B

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| Name of Registrant | Name of Foreign Principal |
|----------------------------|--|
| Marston Webb International | RAPID- Czechoslovak Advertising Agency |

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
SEP 11, PM 3:51
FEDERAL SECURITY
SECTION
REGISTRATION UNIT

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

After telephone conversations and meetings, the attached agreement was sent to and signed by Marston Webb International. It was agreed that our agency would provide public relations and marketing assistance to to Czechoslovakia through their own advertising agency, RAPID.

The agreement between Marston Webb International and RAPID was signed by both parties in June 1992, effective for the six month period commencing July 1, 1992 and ending December 31, 1992.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Our brief was to strengthen the image of Czechoslovakia as an investment location and identify potential US investment partners.

Marston Webb also wrote and distributed approximately three press releases and arranged two conferences for Czechoslovakia on behalf of RAPID. We wrote, and typeset a three-fold invitation which was sent to potential US investors, inviting them to attend one of the two conferences (invitation enclosed).

This agency assisted RAPID in selecting the venues in NY and CA and arranging the program.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|----------------------|----------------------|
| Sept 8, 1994 | MADLENE OLSON, V. P. | Madlene Olson, V. P. |

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Marston Webb International,
60 Madison Ave.
Suite 1101
New York, NY 10010
U.S.A.

Conditions of Delivery
and Payment:

Presenting the invoice and
documentation

Payment within one month on
receipt of the invoice and
documentation

Date of Delivery:

according to instructions

ORDER

| | |
|------------|-----------|
| No. | Date |
| 690/2/3032 | 12.6.1992 |

Please indicate the number of this order in correspondence and
definitely in the invoice.



RAPID - Czechoslovak Advertising Agency, Co. Ltd.
28. října 13
112 79 PRAHA 1 CZECHOSLOVAKIA

| | | | |
|-----------------------|-------------------|------------------------------|-------------------------|
| Telephone 2139 111 | Fax 4222327520 | Telegrams PUBLICITA PRAHA | Telex 12 1142 REAG C |
|-----------------------|-------------------|------------------------------|-------------------------|

Bank
Československá obchodní banka a. s. Praha Account No. 187211

Terms

We order from you under the conditions and the prices hereinafter specified. The General Commercial Terms stated on page 2 form an integral part of this contract. The present Contract shall be exclusively governed by Czechoslovak law. All disputes, arising out of, or in connection with the present Contract or the General Commercial Terms printed overleaf, including those relating to their validity and applicability, whether during the term hereof or after its expiration, shall be settled in an amicable way. If no such settlement can be reached within a reasonable time, the said disputes shall be referred to the Arbitration Court of the Czechoslovak Chamber of Commerce and Industry in Prague and then and there decided by one or three (3) arbitrators, appointed in accordance with, and acting under, the Rules of the said Arbitration Court of the Czechoslovak Chamber of Commerce and Industry in Prague. Both parties undertake to execute, and to abide by, the terms of the award rendered by the arbitrators, without delay. An order of enforcement of the award rendered may be sought in any Court of competent jurisdiction. And it is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law.

| Item | Subject of the order and supplementary conditions | Quantity | Price per Unit | Total Price |
|------|---|----------|----------------|-------------|
|------|---|----------|----------------|-------------|

We order from you public relations and marketing services to promote foreign trade and the economy of the CSFR. The detailed description of the services is included in the enclosed supplement.

You will receive the instructions, information and background material for this activity from Rapid Co. Ltd. as well as from the Commercial Section of the Embassy of the CSFR in New York.

The Budget amounts to USD 60.000,- divided to USD 18.000,- and USD 42.000,-.

USD 18.000,- is the retainer fee (USD 3.000,- per month).

USD 42.000,- is determined for the covering of the costs of the services.

The payment of the first item will be made monthly on the receipt of the invoice and the documentation prepared in accordance with the instructions of the supplement.

The payment of the second item will be made on the receipt of the invoice on the basis of the real technical costs.

The invoices together with the documentation have to reach Rapid Co. Ltd. until July, August, September, October, November, December 15 th 1992.

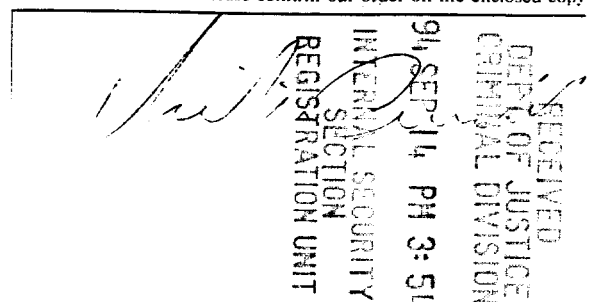
The enclosed supplement is an inseparable part of this order.

The order is valid from July 1st to December 31st, 1992.

Ing. Dr. Miroslav Hedbávný
General Manager
Company Limited
112 79 Praha 1, 28. října 13

Executed by

Please confirm our order on the enclosed copy



Supplement to Order No. 690/2/3032.

The aim of your activity under the conditions of this order is to shape and strengthen the positive attitudes of the VIP's, businessmen, journalists as well as of the general public in U.S.A. towards the CSFR and to introduce the CSFR to them as a reliable, interesting and promising partner.

To achieve this aim you will perform the following public relations and marketing services:

1/ Overall consultancy and ongoing public relations

in the framework of which you will act as conselors for Rapid Co.Ltd.Prague as well as for the Commercial Section of the Embassy of the CSFR, disseminate information, create promotional messages, devise and implement an ongoing programme of one-on-one business matching services, fulfil the requests for information/ business matching.

2/ Press relations

in the framework of which you will act as press/media conselors for Rapid Co.Ltd.Prague as well as for the Commercial Section of the Embassy of the CSFR, arranging media interviews, providing opportunities to meet journalists, preparing activities and arranging for press meetings for visiting VIP's from the CSFR, influencing and enhancing press coverage, selecting of the journalists to be invited to visit to the CSFR.

3/ Business matching

in the framework of which you will arrange meetings for visiting executives, schedule investment missions between the two countries.

4/ Newsletters.

5/ Direct mail.

6/ Participation on organizing

of the seminars, presentations, executive briefings, parties, visits of the official delegations, exhibitions and shows and other public and private events.

Towards the end of each invoice period you will forward to Rapid Co.Ltd.:

- 1/ The original of your invoice.
- 2/ The report on your activities over relevant period, including possible suggestions for the next period.
- 3/ Press cuttings as the results of the press relations and the list of cuttings with title, publication data, circulation, space of cutting and costs for this space as an advertisement.
- 4/ The copies of your suppliers' invoices.

You will forward the copy of the invoice and requested documentation to the Commercial Section of the Embassy of the CSFR.

Any alteration of this contract has to be discussed with and approved of in advance by Rapid Co.Ltd.

Advertising Agency
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Czechoslovakia: Into A New Era

N E W S R E L E A S E

FOR IMMEDIATE RELEASE
SEPTEMBER 14, 1992

CONTACT: LINDA SHAH
(212) 684-6601

AN INVITATION TO THE PRESS

HIGH-POWERED DELEGATION OF BUSINESS AND GOVERNMENT TO VISIT U.S.

Representatives from both the Czech and Slovak Republics will address prospective U.S. investors in the San Francisco area at the Marriott Hotel (at Market), hosted by Arthur Andersen, on September 24th at 8:30 a.m. This timely seminar comes within a period during which the separation of Czechoslovakia into two independent republics is being actively negotiated.

The delegation will include Jiri Brabec, Deputy Minister of Foreign Trade of CSFR and Lubomir Dolgos, Minister of Administration and Privatization of National Property of the Slovak Republic.

Speakers and panelists will include representatives of both republics. Among these will be the CEO of the giant industrial company Skoda Works Plzen, Ladislav Novotny as well as Adam Gasko, CEO of the VSZ East Slovak Iron & Steelworks company.

It is highly significant of the peaceful and amicable separation of the two republics that a delegation representing both factions is coming to the United States at this time; it underscores the fact that Czechoslovakia continues to be the most dynamic emerging freemarket in Central Europe.

The seminar will be followed by a luncheon to which you are cordially invited.